

UNITED STATES COURT OF APPEALS
FOR THE NINTH CIRCUIT

NATIONAL LABOR RELATIONS BOARD	:	
	:	No.
Petitioner	:	
v.	:	Board Case Nos.:
	:	28-CA-172233
CONFERENCE SERVICES	:	28-CA-200009
INTERNATIONAL ETC., LLC, D/B/A CSI ETC.	:	28-CA-203764
	:	
Respondent	:	

JUDGMENT

THIS CAUSE was submitted upon the application of the National Labor Relations Board for the enforcement of a certain order on consent issued by it against Respondent, Conference Services International etc., LLC, d/b/a CSI etc., their officers, agents, successors, and assigns, on April 12, 2018, in Board Case Nos. 28-CA-172233, 28-CA-200009 and 28-CA-203764; and upon the record in that proceeding, certified and filed in this Court enforcing the order.

ON CONSIDERATION WHEREOF, it is ordered and adjudged by the United States Court of Appeals for the Ninth Circuit that the order of the National Labor Relations Board be, and the same is hereby enforced; and that the Respondent, Conference Services International etc., LLC, d/b/a CSI etc., their officers, agents, successors, and assigns, shall abide by and perform the directions of the Board set forth in its order. (See Attached Order and Notice)

Endorsed, Judgment Filed and Entered

/s/ Molly Dwyer
Molly Dwyer
Clerk

NATIONAL LABOR RELATIONS BOARD

v.

CONFERENCE SERVICES INTERNATIONAL ETC., LLC, D/B/A CSI ETC.

ORDER

Conference Services International etc., LLC, d/b/a CSI etc., Phoenix, Arizona, its officers, agents, successors and assigns, shall

1. Cease and desist from

- (a) Threatening to stop doing work in Tucson because of its collective-bargaining relationship with the Union.
- (b) Threatening to file a lawsuit against the Union because of its collective-bargaining or other representational activities on behalf of the employees it represents.
- (c) Recording its negotiations with the Union without the Union's knowledge or consent.
- (d) Failing or refusing to hire applicants, or to consider applicants for hire, because of their union affiliation or to avoid an obligation to bargain with the Union.
- (e) Locking out its employees in conjunction with surface bargaining or where the lockout is not done with the purpose of advancing a legitimate bargaining position.
- (f) In any other manner discriminating in regard to hire or tenure of employment or any other term or condition of employment, in order to discourage membership in the Union or in any other labor organization.
- (g) Failing and refusing to recognize and bargain collectively with the Union as the exclusive collective-bargaining representative of its employees in the following unit (the Unit):

All of our employees who are engaged in the installation, dismantling and maintenance of display materials within the geographic jurisdiction of the Union, excluding all other employees, managers, office clericals, professional employees, guards, and supervisors as defined by the National Labor Relations Act.

- (h) Withdrawing recognition from the Union as the exclusive collective-bargaining representative of its employees in the Unit.
 - (i) Failing and refusing to bargain in good faith with the Union by refusing to meet with it at reasonable times as required by Section 8(d) of the Act.
 - (j) Engaging in surface bargaining by endeavoring to create the appearance of bargaining in good faith while taking actions to thwart the bargaining process and avoid reaching agreement.
 - (k) Conditioning its execution of a collective-bargaining agreement with the Union on the Union's withdrawal of unfair labor practice charges against it.
 - (l) Making changes to the wages, hours, and other terms and conditions of employment of employees in the Unit, or changes affecting the wages, hours, and other terms and conditions of employment of employees in the Unit, without first notifying the Union or affording it an opportunity to bargain about this conduct and/or the effects of this conduct, including by:
 - (1) Ceasing to abide by the "Exclusive Right to Refer" provision incorporated by reference in its 2015 Memorandum of Agreement with the Union;
 - (2) Subcontracting Unit work; and
 - (3) Recording its negotiations with the Union.
 - (m) In any other manner interfering with, restraining or coercing its employees in the exercise of their right to self-organization, to form labor organizations, to join or assist the Union or any other labor organization, to bargain collectively through representatives of their own choosing and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection, or to refrain from any and all such activities.
2. Take the following affirmative action necessary to effectuate the policies of the Act.
- (a) Within 14 days from issuance of the Board's Order, make whole the employee(s) named below by payment to each of them and payment of contributions for them to the Union National Annuity Fund and the Union National Vacation Plan of the amounts opposite each name, and make appropriate withholdings for each named employee. No

withholdings should be made from the interest portion of the backpay or from the benefit fund contributions or the interest on those contributions:

<u>Name</u>	<u>Backpay</u>	<u>Interest on Backpay</u>	<u>Union Nat'l Annuity Fund Contribution (NAFC)</u>	<u>Interest on NAFC</u>	<u>Union Nat'l Vacation Plan Contribution (NVPC)</u>	<u>Interest on NVPC</u>	<u>Total</u>
Ronald Snellstrom	\$407.83	\$16.22	\$56.61	\$2.25	\$17	\$0.68	\$500.59
Reg Williams	\$282.88	\$11.25	\$43.29	\$1.72	\$13	\$0.52	\$352.66
Brian McGuinn	\$282.88	\$11.25	\$43.29	\$1.72	\$13	\$0.52	\$352.66
Gil Harrison	\$228.48	\$9.09	\$34.97	\$1.39	\$10.50	\$0.42	\$284.85
Fred Gibson	\$228.48	\$9.09	\$34.97	\$1.39	\$10.50	\$0.42	\$284.85
Jesse Green	\$227.91	\$5.09	\$31.64	\$0.71	\$9.50	\$0.21	\$275.06
Bert Roberts	\$184.96	\$7.36	\$28.31	\$1.13	\$8.50	\$0.34	\$230.60
Magda Amado	\$174.08	\$3.89	\$26.64	\$0.59	\$8	\$0.18	\$213.38
Wyatt Wrisley	\$174.08	\$3.89	\$26.64	\$0.59	\$8	\$0.18	\$213.38
Kim Bock	\$174.08	\$3.89	\$26.64	\$0.59	\$8	\$0.18	\$213.38
Toby Turner	\$141.44	\$5.63	\$21.65	\$0.86	\$6.50	\$0.26	\$176.34
Michael Hanus	\$141.44	\$5.63	\$21.65	\$0.86	\$6.50	\$0.26	\$176.34
John Gatlin	\$119.68	\$2.67	\$18.32	\$0.41	\$5.50	\$0.12	\$146.70
Dane Delauer	\$87.04	\$3.46	\$13.32	\$0.53	\$4	\$0.16	\$108.51
Chris Babbie	\$87.04	\$3.46	\$13.32	\$0.53	\$4	\$0.16	\$108.51
Steve Turner	\$87.04	\$3.46	\$13.32	\$0.53	\$4	\$0.16	\$108.51

Steve Jackson	\$87.04	\$1.94	\$13.32	\$0.30	\$4	\$0.09	\$106.69
Jon Green	\$87.04	\$1.94	\$13.32	\$0.30	\$4	\$0.09	\$106.69
Chris Yarnell	\$87.04	\$1.94	\$13.32	\$0.30	\$4	\$0.09	\$106.69
Rex Hartwell	\$87.04	\$1.94	\$13.32	\$0.30	\$4	\$0.09	\$106.69
Jhon Alex Trayer	\$87.04	\$1.94	\$13.32	\$0.30	\$4	\$0.09	\$106.69
Avram Steinberg	\$87.04	\$1.94	\$13.32	\$0.30	\$4	\$0.09	\$106.69
Steve Perez	\$87.04	\$1.94	\$13.32	\$0.30	\$4	\$0.09	\$106.69
TOTAL DUE:							\$4493.15

- (b) Recognize and, on request, bargain collectively with the Union as the exclusive representative of the Respondent's employees in the Unit with respect to wages, hours, and other terms and conditions of employment and, if an agreement is reached with the Union, sign a document containing that agreement.
- (c) If requested by the Union, rescind any or all of the unilateral changes it made to the terms and conditions of employment of its employees, including by resuming its abidance by the "Exclusive Right to Refer" provision incorporated by reference in its 2015 Memorandum of Agreement with the Union, ceasing to subcontract Unit work, and ceasing to record negotiations with the Union.
- (d) Within 14 days of service by the Region, post at the Respondent's Phoenix facility, and at its jobsites in Southern Arizona, including Tucson, Arizona, and Yuma, Arizona, copies of the attached notice marked "Appendix A" in English, and any other languages deemed appropriate by the Regional Director. Copies of the notice, on forms provided by Region 28, after being signed by the Respondent's authorized representative, shall be posted by the Respondent and maintained for 60 consecutive days in conspicuous places at the Respondent's Phoenix facility, and at its jobsites in Southern Arizona, including Tucson, Arizona, and Yuma, Arizona, including all places where notices to employees are customarily posted. The Respondent will take reasonable steps to ensure that the notices are not altered, defaced or covered by any other material.

- (e) Within 14 days of service by the Region, copy and mail, at its own expense, a copy of the attached Notice, after being signed by the Respondent's authorized representative, to all employees who were employed by the Respondent at jobsites in Southern Arizona, including Tucson and Yuma, Arizona, at any time since January 6, 2016. Those Notices will be signed by a responsible official of the Respondent and show the date of mailing. The Respondent will provide the Regional Director written confirmation of the date of mailing and a list of names and addresses of employees to whom the Notices were mailed. The Regional Director will send signed copies of the attached Notice to the Charging Party and request that the signed copies of the attached Notice be posted in prominent places in the Charging Party's office in Tucson, Arizona, and on the Charging Party's website for 60 consecutive days from the date of posting.
- (f) This stipulation is subject to the approval of the Board and, immediately upon the approval by the Board, it will be retroactively effective to the date of execution of the stipulation.
- (g) Within 21 days after service by the Region, file with the Regional Director a sworn certificate of a responsible official on a form provided by the Region attesting to the steps that the Respondent has taken to comply.

APPENDIX A

NOTICE TO EMPLOYEES

**Posted by Order of the
National Labor Relations Board
An Agency of the United States Government**

**PURSUANT TO A STIPULATION PROVIDING
FOR A BOARD ORDER AND A CONSENT JUDGMENT
OF ANY APPROPRIATE UNITED STATES COURT OF APPEALS**

FEDERAL LAW GIVES YOU THE RIGHT TO:

Form, join, or assist a union;
Choose a representative to bargain with us on your behalf;
Act together with other employees for your benefit and protection;
Choose not to engage in any of these protected activities.

WE WILL NOT do anything to prevent you from exercising the above rights.

**INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES,
LOCAL 415 (the Union)** is the employees' exclusive collective-bargaining representative in dealing with us regarding wages, hours and other working conditions of the employees in the following unit (the Unit):

All of our employees who are engaged in the installation, dismantling and maintenance of display materials within the geographic jurisdiction of the Union, excluding all other employees, managers, office clericals, professional employees, guards, and supervisors as defined by the National Labor Relations Act.

WE WILL NOT threaten to stop doing work in Tucson because of our collective-bargaining relationship with the Union.

WE WILL NOT threaten to file a lawsuit against the Union because of its collective-bargaining or other representational activities on behalf of the employees it represents.

WE WILL NOT record our negotiations or conversations with the Union without the Union's knowledge or consent.

WE WILL NOT fail or refuse to hire applicants, or to consider applicants for hire, because of their union affiliation or to avoid an obligation to bargain with the

Union.

WE WILL NOT lock out our employees in conjunction with surface bargaining or where the lockout is not done with the purpose of advancing a legitimate bargaining position.

WE WILL NOT in any other manner discriminate in regard to hire or tenure of employment or any other term or condition of employment, in order to discourage membership in the Union or in any other labor organization.

WE WILL NOT fail and refuse to recognize and bargain collectively with the Union as the exclusive collective-bargaining representative of our employees in the Unit.

WE WILL NOT withdraw recognition from the Union as the exclusive collective-bargaining representative of our employees in the Unit.

WE WILL NOT fail and refuse to bargain in good faith with the Union by refusing to meet with it at reasonable times as required by Section 8(d) of the National Labor Relations Act (the Act).

WE WILL NOT engage in surface bargaining by endeavoring to create the appearance of bargaining in good faith while taking actions to thwart the bargaining process and avoid reaching agreement.

WE WILL NOT condition our execution of a collective-bargaining agreement with the Union on the Union's withdrawal of unfair labor practice charges against us.

WE WILL NOT make changes to the wages, hours, and other terms and conditions of employment of employees in the Unit, or changes affecting the wages, hours, and other terms and conditions of employment of employees in the Unit, without first notifying the Union and affording it an opportunity to bargain about this conduct and/or the effects of this conduct, and, during the course of bargaining for a successor collective-bargaining agreement, without reaching overall good-faith impasse, including by:

- Ceasing to abide by the "Exclusive Right to Refer" provision incorporated by reference in our 2015 Memorandum of Agreement with the Union;
- Subcontracting Unit work; and/or
- Recording negotiations with the Union.

WE WILL NOT in any other manner interfere with, restrain or coerce our employees in the exercise of their right to self-organization, to form labor

organizations, to join or assist the Union or any other labor organization, to bargain collectively through representatives of their own choosing and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection, or to refrain from any and all such activities.

WE WILL pay employees, with interest, for the wages and other benefits lost because we locked them out, unilaterally subcontracted their work, failed and refused to hire them or consider them for hire, and refused to abide by the “Exclusive Right to Refer” provision incorporated by reference in our 2015 Memorandum of Agreement with the Union after that Memorandum of Agreement expired.

WE WILL recognize and, on request, bargain collectively with the Union as the exclusive representative of our employees in the Unit with respect to wages, hours, and other terms and conditions of employment and, if an agreement is reached with the Union, sign a document containing that agreement.

WE WILL, if requested by the Union, rescind any or all of the unilateral changes we made to the terms and conditions of employment of our employees without first notifying the Union or affording it an opportunity to bargain about this conduct and/or the effects of this conduct, and, during the course of bargaining for a successor collective-bargaining agreement, without reaching overall good-faith impasse, including by: resuming our abidance by the “Exclusive Right to Refer” provision incorporated by reference in our 2015 Memorandum of Agreement with the Union, ceasing to subcontract Unit work, and ceasing to record negotiations with the Union.

CONFERENCE SERVICES INTERNATIONAL etc., LLC d/b/a CSI etc.

The Board’s decision can be found at www.nlrb.gov/case/28-CA-172233 or by using the QR code below. Alternatively, you can obtain a copy of the decision from the Executive Secretary, National Labor Relations Board, 1015 Half St., S.E., Washington, D.C. 20570, or by calling (202) 273-1940.

